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Attorney for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT FAIRBANKS**

ROBERT PROBERT; LORETTA E.
PROBERT; GENE GRISSOM;
SANDRA GRISSOM; JOHN GRIMES;
DONNA GRIMES; KENNETH
MCDANIELS; LEONA MCDANIELS;
ERIC CLONINGER and DEBRA
CLONINGER,

Plaintiffs,

vs.

FAMILY CENTERED SERVICES of
ALASKA, INC.; JOHN W. REGITANO;
KATHY CANNONE; SUSZAN DALE;
LONNIE HOVDE; DEBORAH L.
COXON, and ADDITIONAL DOES I to
X, Managerial Employers, Jointly Liable,

Defendants.

Case No. 4:07-CV-00030 RRB

**DECLARATION OF ROBERT PROBERT IN SUPPORT OF OPPOSITION
TO MOTION TO DISMISS**

I, ROBERT PROBERT, am a Plaintiff in the above captioned case.

1) I am aware that in my case there is a Petition for Writ of Certiorari in front

of the United States Supreme Court.

- 2) I am aware that the Defendant FCSA has filed a Motion to Dismiss various other claims in the case including contract claims.
- 3) I had an established hourly rate. My hourly rate was \$22.64, see Docket 96, Affidavit of Kathy Cannone at p.4 which shows calculation of wages and benefits for Loretta Probert and Robert Probert at \$22.64 an hour and Defendant admits by their own calculations that it calculates wages by the hour. Even if my offer of employment letter stating I would not be paid for hours worked over 8 hours a day or 40 hours a week, I was required to work hours above and beyond those that I agreed to work in that I did not get compensated for the two evenings a week I was promised off and did not get compensated for the many weekends I was promised off. I am owed contractual wages at an hourly rate for that time.
- 4) I have a viable contract claim in this case.
- 5) I was promised two evenings off a week from 4:00 to midnight. I never got this time off in the first eight months of employment. Thereafter, my wife and I might sporadically get such relief. However, frequently the help they sent to give us relief was incompetent. We would return to our home and find that there were holes in the walls.

- 6) For instance, one time they sent the cook from the school to watch the children. On some occasions we would not leave the home because the relief of help clearly was not competent to cope with five emotionally disturbed teenagers.
- 7) My wife and I were promised one weekend off a month from Friday night at 6:00 p.m. to Sunday night at 6:00 p.m.
- 8) I did not get any weekends off for the first eight months of employment. Thereafter, I might get sporadic weekends off. Again sometimes the help was so incompetent that my wife and I would not take the time off but stay home.
- 9) I complained frequently about the extra hours and lack of relief but to no avail. My wife and I sent letters to Sue Dale complaining about these conditions.
- 10) When I was terminated from FCSA, I was terminated and paid at an hourly rate. I have a contract claim against FCSA for hours worked at my regular hourly rate.

Declaration

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on November 22, 2011.

A handwritten signature in black ink, appearing to read "Robert Probert", is written over a horizontal line.

Robert Probert